

**LICENSE AGREEMENT BETWEEN THE CITY OF NEWPORT AND  
THE FLORENCE EVENT CENTER  
FOR THE PLACEMENT OF TWO SCULPTURES ON CITY-OWNED PROPERTY**

This License Agreement ("Agreement") is between the City of Newport, an Oregon municipal corporation (hereinafter "Newport"), and the Florence Event Center, (hereinafter "Florence"), collectively "the parties."

**Recitals**

- A. Florence is conducting a fundraising event in which it plans to install sea lion sculptures in various locations on the Oregon Coast from approximately April 9, 2016 until October 2016.
- B. Florence has requested permission from Newport to allow the placement of two of the sea lion sculptures on city-owned property. One location is the Performing Arts Center, and the other location is at the east end of the Boardwalk on the Bayfront.

Now, therefore, in consideration of the recitals above, and mutual covenants and conditions contained herein, the parties agree as follows:

**Terms of Agreement**

- 1. This agreement is effective when signed by authorized representatives of both parties, and will remain in effect until Florence relocates the sculptures or Newport determines that it is no longer in the public interest for the sculptures to remain at this location, and as set forth below.
- 2. Newport will not charge Florence for allowing the sculpture to be placed on city-owned property.
- 3. Florence is responsible for all costs associated with the installation of the sculptures.
- 4. Florence is responsible for proper maintenance of the sculptures, and any platform or structure supporting them, along with all maintenance costs associated with the upkeep of the sculptures and supports.
- 5. Florence is responsible for maintaining adequate liability insurance coverage for the sculptures, and shall provide Newport a separate endorsement naming Newport as an additional insured.
- 6. This agreement may be terminated by Newport upon 10-days prior written notice if it is determined that it is no longer in the public interest that the sculptures be located at these sites.
- 7. This agreement may also be terminated at any time by either party with or without cause. In such event, Florence shall thereafter remove the sculptures, and any supporting structures, at its own expense within 30 days of the date of Newport's written notice.
- 8. Florence shall save, hold harmless, and indemnify Newport, its agents, officers, and employees from and against any and all claims arising out of this agreement

and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulatory, or other claim.

CITY OF NEWPORT



Spencer R. Nebel, City Manager

April 20, 2016

Date

FLORENCE EVENT CENTER



Jennifer Connor

April 19, 2016

Date

APPROVED AS TO FORM:



Steven E. Rich, City Attorney

4-19-16

Date